

1 direct measures of quality associated with speed of answer in the ISC and
2 status reports. Since AT&T refuses to use the electronic trouble reporting and
3 status system we provide to other CLCS, AT&T must pay for the development
4 and on-going labor and non-labor costs associated with meeting their
5 expectations. Appendix JS-2 represents the costs associated with meeting
6 AT&T's unique requirements.
7

8 **Q.18. Specifically, what are you requesting in this section of your testimony?**

9 A. The First Interconnection Order does not require Pacific Bell to develop
10 a quality management system or provide comparative or performance
11 standards data to AT&T. However, because we measure the level of service we
12 provide to our retail customers and provide that data to the Commission on a
13 quarterly basis we are willing to adopt similar standards of performance as
14 appropriate in the CLC market and report the results to AT&T on a quarterly
15 basis. In addition, where there is no retail comparative, such as pre-ordering,
16 we will develop performance standards to ensure that the service we provide
17 AT&T is equal in quality to the service provided to ourselves and our affiliates.
18 Should AT&T prefer the use of its Supplier Performance Management System,
19 the Commission should find that we are able to recover the costs associated
20 with designing, developing and implementing AT&T's quality system. In
21 addition, the Commission should rule that agreements reached relating to
22 service performance are reciprocal in nature.
23
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27

1 **SECTION III REMEDY LIMITS & LIQUIDATED DAMAGES**

2

3 **Q.19. Is AT&T justified in asking for penalties?**

4 A. No. The First Interconnection Order does not suggest or require any
5 penalty or liquidated damages associated with the failure to provide service that
6 is "equal in quality".

7

8 **Q.20. What constitutes a remedy?**

9 A. Pacific Bell is willing to negotiate reasonable liquidated damages in the
10 event of non-performance that are tied directly to the statutory
11 nondiscrimination obligation, rather than to arbitrary levels of quality desired by
12 AT&T. Our recommended measures of performance include remedy
13 thresholds listed in Appendix JS-3. Liquidated damages would not be applied
14 to either party during the first six months of this contract . During that time, end
15 customer requirements will not be easily predictable. New processes in both
16 companies will not be completely stabilized and service order volumes will be
17 relatively low. Consequently, results associated with comparable measures
18 and performance standards may be somewhat variable and due to low
19 volumes, for some products, statistically invalid or not meaningful. As activity
20 levels in the competitive environment begin to ramp up and stability in
21 processes is achieved, appropriate remedies for non-performance would apply.

22

23 **Q.21. How will remedies apply and liquidated damages be dispensed?**

24 A. Performance will be reported on a monthly basis. Liquidated damages
25 will apply when performance does not meet thresholds in Residence or
26 Business classes of service in the defined geography for a specific time frame.

27

1 The interested party shall provide notice of default no later than 30 days
2 following the date measurements are available.

3 Remedies shall be applied per the criteria in Appendix JS-3 when default
4 has occurred and where appropriate notice has been given. Payment of
5 remedies shall be in the nature of liquidated damages to the non-defaulting
6 party. Payment of liquidated damages, if any, will be based on comparative
7 measurements and performance standards in the categories defined in
8 Appendix JS-3.

9
10 **Q.22. What are the comparable geographic boundaries regarding parity and**
11 **performance standards spoken to in this contract?**

12 A. Comparable service will be measured on a geographical basis. Service
13 levels vary in Pacific Bell territory due to geographic and demographic
14 differences in the state. Therefore, to ensure true comparability of service
15 performance, service results will be associated with Pacific Bell's four major
16 regional areas. These areas (Bay, North, Los Angeles and South) are the
17 same geographic regions which Pacific Bell currently uses to assess service
18 performance for its retail channels.

19
20 **Q.23. How important are AT&T's forecasts to Pacific Bell's ability to provide**
21 **service equal in quality?**

22 A. Accurate forecasts are very important. To successfully meet the end
23 user's requirements, staffing and infrastructure are dependent on accurate
24 forecasting. Pacific Bell has service requirements from a number of CLCs and
25 thus relies on accurate forecasts. If Pacific Bell were to receive orders above
26 the CLC's forecasts, we would not have the capability to staff from a cost or
27 time perspective to meet those requirements until after they materialize. This

1 may negatively affect our ability to provide service. Absent accurate forecasts,
2 Pacific Bell should not be held liable for liquidated damages.

3 Forecasts of monthly volumes from AT&T are required by wire center,
4 once a quarter for a rolling twelve-month period. The forecast, which will be
5 used to compare with actual volumes realized, will be the most recent forecast
6 received at least six months prior to the calendar month being measured.

7 Appendix JS-3 describes allowable variations of actual volumes and
8 prescribed remedies should actual volumes be above or below the current
9 forecast by more than 20 percent.

10
11 **SUMMARY**
12

13 **Q.24. Would you please summarize your testimony?**

14 A. 1. The Commission should not adopt AT&T's arbitrary, prescriptive
15 Supplier Performance Management System and the supporting Direct
16 Measures of Quality (DMOQ) and should not adopt penalties. Neither the Act
17 nor the First Interconnection Order requires us to develop a quality
18 management system or provide comparative or performing standards data to
19 AT&T.

20 2. If the Commission adopts any comparative measures or
21 performance standards, the Commission should adopt Pacific Bell's suggested
22 measures of parity set forth in Appendix JS-3.

23 a) Pacific Bell measures the level of service provided to its
24 retail customers and provides those data to the Commission on a quarterly
25 basis. Pacific Bell is willing to adopt the same standards of performance that
26 are appropriate in a resale, wholesale and interconnection market and report
27 the results to AT&T monthly.

1 b) Where there is no retail comparative measure, such as pre-
2 ordering, we will develop performance standards to ensure that the service we
3 provide AT&T is equal in quality to the service provided to our affiliates.

4 3. If AT&T prefers to use its "Supplier Performance Management
5 System", the arbitrator should find that Pacific Bell is permitted to recover the
6 full costs, including the design, development, implementation and reporting as
7 well as all costs associated with meeting AT&T's higher grade of service for
8 resale, wholesale and interconnection services.

9 4. The arbitrator should rule that agreements reached relating to
10 service performance and liquidated damages are reciprocal in nature.

11 5. The Commission should not adopt AT&T's penalties.

12 6. The Commission should endorse Pacific Bell's liquidated
13 damages, as defined in Appendix JS-3.

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APPENDIX JS-1

TO THE

TESTIMONY OF SINN

APPENDIX JS-1
Table 1

PERFORMANCE STANDARDS - RESALE/WHOLESALE

PRE-ORDERING/ORDERING (Products: Residence (Basic service) Business (Single/ multi line, Centrex, PBX trunks) ISDN)		
DESCRIPTION	DEFINITION	METHOD OF CALCULATION
1. Customer Service Record 95% Receipt To Delivery within 4 Hours	Measures percent of Customer Service Records sent to the CLC within 4 hours of receiving request and LOA.	$\frac{\text{Total number of CSRs sent within 4 hours}}{\text{Total number of CSRs sent}} \times 100$
2. FOC Performance Standard 95% Accurate and Complete	Measures percent of Firm Order Confirmations that are accurate and complete.	$\frac{\text{Total number of accurate and complete FOCs}}{\text{Total number of FOCs}} \times 100$
3. Firm Order Confirmation 95% On Time (Within 4 Hours)	Measures percent of Firm Order Confirmations sent to CLC within 4 hours of receipt of basic exchange order.	$\frac{\text{Total number of FOCs sent within 4 hours}}{\text{Total number of FOCs sent}} \times 100$
4. Migration Notification 95% Received Within 48 hours	Measures percent of Migration Notifications sent to outgoing CLC within 48 hours of receipt of the Migration Order.	$\frac{\text{Total number of Notifications sent within 48 hours}}{\text{Total number of Notifications sent}} \times 100$
5. LSP PIC Change 95% completed within 4 hours	Measures percent of PIC changes initiated by CLC processed within 4 hours of receipt of order.	$\frac{\text{Total number of PIC changes processed within 4 hours}}{\text{Total number of PIC changes processed}} \times 100$
6. Service Order Discrepancy 90% initiated without interruption of the service order flow / business process	Measures percent of Orders initiated by CLC that result in a discrepancy. The discrepancy is a result of CLC issuance.	$\frac{\text{Total number of Service Orders with discrepancy}}{\text{Total number of Service Orders issued}} \times 100$

STANDARDS NEGOTIATED WITH AT&T

APPENDIX JS-1
Table 2

MEASUREMENT OF PARITY WHOLESALE/RESALE

PROVISIONING (Products Residence (Basic service) Business (Single and multi line, Centrex, PBX trunks) ISDN, LINK)		
DESCRIPTION	DEFINITION	METHOD OF CALCULATION
1. % Installation Appointments Met	Measures percent of completed service orders with appointments met i.e. work completed by specific date and/or time negotiated with customer.	$\frac{\text{Total number of orders completed on time}}{\text{Total number of orders completed}} \times 100$ <p>Includes; new connects and change orders</p>
2. % Installation Reports	Measures trouble reports associated with service order activity generated within 30 days of activity. Measured as a percentage of total service orders.	$\frac{\text{Total number of installation trouble reports}}{\text{Total number of completed service orders}} \times 100$ <p>Includes; Pacific Bell network related trouble only.</p>

MEASUREMENTS NEGOTIATED WITH AT&T - PARITY WITH RETAIL BY 4 PACIFIC BELL REGIONS. (Los Angeles, Bay, North, South)

APPENDIX JS-1
Table 3

MEASUREMENT OF PARITY - INTERCONNECTION

PROVISIONING (Products Local Interconnection trunking)			
DESCRIPTION		DEFINITION	METHOD OF CALCULATION
1.	% Trunk Orders completed on or before confirmed due date	Trunk orders are completed on or before agreed upon due date. Comparable with feature group B & D.	$\frac{\text{Total number of orders completed on time}}{\text{Total number of orders completed}} \times 100$ <p>Includes: new connects and change orders</p>
2.	Firm Order confirmation time delivery	Measures percent FOC sent to CLC within specified time (equivalent to FG B&D SW Access)	$\frac{\text{Number of FOCs sent}}{\text{Total number of FOCs sent}} \times 100$
3.	% Service Request Discrepancy	Measures percent of ISRs initiated by CLC that result in a discrepancy. The discrepancy is a result of CLC issuance.	$\frac{\text{Total number of Service Request with discrepancy}}{\text{Total number of Service Request issued}} \times 100$

MEASUREMENTS NEGOTIATED WITH AT&T - PARITY WITH RETAIL BY 4 PACIFIC BELL REGIONS. (Los Angeles, Bay, North, South)

APPENDIX JS-1
Table 4

MEASUREMENT OF PARITY - WHOLESALE/RETAIL

MAINTENANCE Products Residence (Basic service) Business (Single and multi line, Centrex, PBX trunks) ISDN, LNK			
DESCRIPTION		DEFINITION	REMEDY THRESHOLD
1.	Reports Per 100 Lines	Measures total number of trouble reports versus total access lines in service for comparable Pacific Bell retail exchange products.	$\frac{\text{Total number of completed trouble reports}}{\text{Total number of lines in service}}$ <p>Includes: Pacific Bell network related trouble only.</p>
2.	% Maintenance Appointments Met	Measures percent of trouble reports with appointments met. i.e. trouble cleared by appointment date and time committed to the customer.	$\frac{\text{Total number of trouble reports completed on time}}{\text{Total number of trouble reports completed}} \times 100$ <p>Includes: Pacific Bell network related trouble only.</p>
3.	% Repeat Reports	Measures percent of repeat trouble reports against services that experienced an initial trouble within the last 30 days.	$\frac{\text{Total number of repeat trouble reports}}{\text{Total number of trouble reports completed}} \times 100$ <p>Includes: Pacific Bell network related trouble only.</p>
4.	Receipt To Clear Duration	Measures average duration in hours (or fraction thereof) of all trouble reports from receipt to resolution of trouble ticket.	$\frac{\text{Total Number of Trouble Report Hours and Minutes}}{\text{Total Number of Trouble reports}}$ <p>Includes: Pacific Bell network related trouble only.</p>

MEASUREMENTS NEGOTIATED WITH AT&T - PARITY WITH RETAIL BY 4 PACIFIC BELL REGIONS. (Los Angeles, Bay, North, South)

APPENDIX JS-1
Table 5

PERFORMANCE STANDARDS—PACIFIC BELL RESALE

USAGE DATA TRANSFER		
DESCRIPTION	DEFINITION	METHOD OF CALCULATION
1. Timing of Message Delivery	Measures the time from message creation to the time the message is available for transmission/billing	Count of Messages by days to delivery: Total Number of Messages for the period X100 (days to delivery + 0-3 days, 4-5 days, 6-10 days and over 30 days)
2. Lost Revenue—Too old to Bill	Measure applies to unrated sent paid messages older than 60 days for which CLC is unable to bill the end user (or rated messages > 120 Days old)	TBD
3. Lost revenue—Recording Failure	Measure applies to any conditions where the switch fails to record messages.	TBD

PERFORMANCE STANDARDS

FORECASTING		
DESCRIPTION	DEFINITION	METHOD OF CALCULATION
Requirements accurately forecast	Forecasts are accurate within 20% +/- in any calendar month of the forecast period	Actual product volumes less forecasted product volumes divided by forecasted volumes x 100

APPENDIX JS-2

TO THE

TESTIMONY OF SINN

APPENDIX JS-2

COST ANALYSIS FOR DIFFERENTIATED SERVICE

PERFORMANCE	REQUIREMENTS/ASSUMPTIONS	RESOURCES	COST
SPEED OF ANSWER: Interconnection Services Center	AT&T using 800 number instead of the provided electronic gateway and requesting a speed of answer measurement. 15 Minute handle time for all trouble reports. Manually answered, manually input. Manual processing time: 15 Minutes. 400 Working minutes in a day. Average daily reports: 108 Reports 2.5% Report Rate requirement for 24 hour coverage, 7 day week. Projections based on 100,000 working lines	Force required: 4 Additional force required for 24 X 7: 5 Total force required: 9 Total force required : 4 (Per Additional 100,000 Lines)	Initial Cost Non Labor: \$67,500.00 (Work station, equipment) Labor: \$1,018,800.00 Total Cost: \$1,086,300.00 Additional Cost Non-Labor: \$30,000.00 (Work station equipment) Labor: \$452,000.00 Total Cost: \$482,000.00
INTERMEDIATE STATUS: Trouble Reports	Status required at the following points: pending screen, screen pending dispatch, dispatch, dispatch, trouble cleared. AT&T requests calls at each status point. 5 Minutes handle time for each point of status. Manual processing time: 25 Minutes 400 Working minutes in a day. Average daily reports: 108 Reports. 2.5% Report Rate requirement for 24 hour coverage, 7 day week. Projections based on 100,000 working lines.	Force required: 7 Additional force required for 24 X 7: 2 Total force required: 9 Total force required : 7 (Per Additional 100,000 Lines)	Initial Cost Non Labor: \$62,000.00 <u>\$67,500</u> (Work station, equipment) Labor: \$792,400.00 <u>\$1,018,800</u> Total Cost: \$844,400.00 <u>\$1,086,300</u> Additional Cost: Non-Labor: \$52,000.00 (Work station equipment) Labor: \$792,400.00 Total Cost: \$844,400

APPENDIX JS-3

TO THE

TESTIMONY OF SINN

APPENDIX JS-3

TABLE 1

MEASUREMENT OF PERFORMANCE STANDARDS - WHOLESALE/RESALE

PRE-ORDERING/ORDERING (Products: Residence (Basic service) Business (single/multiline, Centrex, PBX Trunks) ISDN)			
DESCRIPTION		DEFINITION	REMEDY THRESHOLD
1.	Customer Service Record 95% Receipt to Delivery Within 4 hours	Measures percent of Customer Service Records sent to CLC within 4 hours of receiving request and blanket LOA. Applies to < 20 basic exchange lines and < 6 Centrex lines or PBX trunks.	Less than 85% of CSRs are sent within 4 hours REMEDY #1
2.	FOC Performance Standard 95% complete and accurate for links or Resale/Wholesale	Measures percent of Firm Order Confirmations that are accurate and complete.	Less than 85% of FOCs returned to CLC are accurate REMEDY #2
3.	Firm Order Confirmation 95% available within 4 hours for Resale/Wholesale	Measures percent of Firm Order Confirmations sent to CLC within 4 hours of receipt of the basic exchange order, Centrex and PBX (subject to the restrictions in Item #1 above).	Less than 85% of FOCs are sent in 4 hours REMEDY #3
4.	Migration Notification 95% sent within 48 hours for Resale/Wholesale	Measures percent of Migration Notifications sent to outgoing CLC within 48 hours of receipt of Migration Order.	Less than 85% of Migration Notifications sent in 48 hours REMEDY #4
5.	LSP PIC Change 95% completed within 4 hours for Resale/Wholesale	Measures percent of PIC changes initiated by CLC processed within 4 hours of receipt of the order.	Less than 85% of LSP PIC changes completed within 4 hours REMEDY #4
6.	Service Order Discrepancy: 90% of orders issued without material errors for Link or Resale/Wholesale	Measures percent of Orders initiated by CLC that result in a discrepancy. The discrepancy is a result of CLC issuance.	More than 20% of orders submitted without material errors REMEDY #5

Liquidated damages, if any, will be applied when performance by one of the Parties in one or more categories falls below the Remedy Threshold(s) and either of the following criteria are also present: A) The Remedy Threshold has been exceeded for any three (3) consecutive calendar months OR B) the Remedy Threshold has been exceeded for six (6) or more calendar months in any calendar year.

REMEDY #1: 5% of total non - recurring charge for subsequent service order.

REMEDY #2: 20% of total non - recurring charge.

REMEDY #3: 10% of total non - recurring charge.

REMEDY #4: Credit - PIC change charge.

REMEDY #5: 25% of total non - recurring charge.
(Paid by CLC)

**APPENDIX JS-3
TABLE 2**

MEASUREMENT OF COMPARABLE SERVICE - WHOLESALE/REALE

PROVISIONING (Products Residence (Basic service) Business (Single and multi line, Centrex, PBX trunks) ISDN, LINK)			
DESCRIPTION		DEFINITION	REMEDY THRESHOLD
1.	% Installation Appointment Met	Measures percent of completed service orders with appointments met i.e. work completed by specific date and/or time negotiated with customer.	When results fall below parity by: Bus A.L. / Link 2.9% <u>percentage points</u> Res A.L. / Link 1.0% <u>percentage points</u> ISDN 14.0% <u>percentage points</u> REMEDY #1
2.	% Installation Reports	Measures trouble reports associated with service order activity generated within 30 days of that activity. Measured as a percentage of total service orders.	When results fall below parity by: Bus A.L. / Link 1.5% <u>percentage points</u> Res A.L. / Link 1.0% <u>percentage points</u> ISDN 3.5% <u>percentage points</u> REMEDY #1

MEASUREMENT OF PERFORMANCE STANDARD - WHOLESALE/REALE

1.	Customer Not Ready	Measures percent of service orders of ordering party or ordering party's customer not being ready or prepared on confirmed due date.	For any order where ordering party is not ready on due date, but Pacific Bell is ready to complete work. REMEDY #2
----	--------------------	--------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------

REMEDY #1: Waiver of non-recurring installation charge for the number of lines ordered and not installed on time OR orders found to have a Pacific Bell trouble within 30 days after installation. The waiver would be for the amount of orders below the comparable measurement in retail within the described (4) Pacific Bell Regions.

REMEDY #2: Charge equal to non-recurring charge for service ordered. (Paid by CLC)

NOTE: If our ordering and provisioning performance for a given month fails to meet more than one ordering and provisioning measure as described above and on the preceding page, Pacific Bell will be liable only for standard non-recurring charges for the category of liquidated damages that results in the highest amount. Remedies associated with comparable measures will apply when the number of orders received in a given month exceed minimum statistically valid levels.

**APPENDIX JS-3
TABLE 3**

MEASUREMENT OF COMPARABLE SERVICE - INTERCONNECTION

PROVISIONING (Products Local Interconnection trunking)			
DESCRIPTION		DEFINITION	REMEDY THRESHOLD
1.	Trunk orders completed on or before the confirmed due date	Trunk orders completed on or before the commitment date. The Comparative measure is feature group B & D switched access.	When monthly results fall below parity by 10% REMEDY #1
2.	Firm Order confirmation time delivery	Measures percent FOC sent to CLC within the specified time (equivalent to FG B&D Sw Access)	When monthly results fall below parity by 10% REMEDY #2
MEASUREMENT OF PERFORMANCE STANDARD - INTERCONNECTION			
PROVISIONING (Products local interconnection trunking)			
3	Service Order Discrepancy: 90% of ISRs issued without material errors.	Measures percent of ISRs initiated by CLC that result in a discrepancy. The discrepancy is a result of CLC issuance.	More than 20% of orders are submitted without material errors REMEDY #3

REMEDY #1: 100% of total non - recurring charges for RF+D trunks as specified in CPUC 175-T, Section 6.

REMEDY #2: 20% of total non - recurring charges

NOTE: If our ordering and/or provisioning performance for a given month fails to meet more than one ordering and/or provisioning measure, as described above, Pacific Bell will be liable only for the category of liquidated damage that results in the highest amount.

REMEDY #3: 25% of total non - recurring charges. (Liquidated damages, if any, will be applied when performance by one of the Parties in one or more categories falls below the Remedy Threshold(s) and either of the following criteria are also present: A) The Remedy Threshold has been exceeded for any three (3) consecutive calendar months OR B) the Penalty Limit has been exceeded for six (6) or more calendar months in any calendar year)

Remedies associated with comparable measures will apply when the number of orders received in a given month exceed minimum statistically valid levels.

Remedies on this page may be assessed to either Party.

APPENDIX JS-3
TABLE 4

MEASUREMENT OF COMPARABLE SERVICE - WHOLESALE/RESALE

MAINTENANCE PRODUCTS: Residence (Basic Service); Business (Single/Multiline, Centrex, PB and Trunk); ISDN/Link			
DESCRIPTION		DEFINITION	REMEDY THRESHOLD
1.	Reports per 100 lines	Measures total number of trouble reports versus total access lines in service for comparable Pacific Bell retail exchange products.	When results fall below parity by: Bus A.L./Link 1.0 <u>percentage points</u> Res A.L./Link 1.0 <u>percentage points</u> ISDN 1.0
2.	% Maintenance Appointments Met	Measures percent of trouble reports with appointments met i.e. trouble cleared by the appointment date and time committed to the customer.	When results fall below parity by: Bus A.L. / Link 7.0% <u>percentage points</u> Res A.L. / Link 4.0% <u>percentage points</u> ISDN 15.0% <u>percentage points</u>
3.	% Repeat Reports	Measures percent of repeat trouble reports against services that experienced an initial trouble within the last 30 days.	When results fall below parity by: Bus A.L. / Link 6.0% <u>percentage points</u> Res A.L. / Link 3.0% <u>percentage points</u> ISDN 5.0%
4.	Receipt to Clear Duration	Measures average duration in hours (or fraction thereof) of all trouble reports from receipt to resolution of trouble ticket.	When results fall below parity by: Bus A.L. / Link 11.0 hours Res A.L. / Link 10.0 hours ISDN TBD

REMEDY: One month's recurring charges per line out of service within the described (4) Pacific Bell Regions.

NOTE: If our maintenance performance for a given month fails to meet two or more assurance measures as described above, Pacific Bell will be liable only for the category liquidated damages that results in the highest amount.

APPENDIX JS-3
TABLE 5

MEASUREMENT OF PERFORMANCE STANDARDS - FORECASTING

FORECASTING (Products Resale/Wholesale Products excluding Interconnection Trunks)		
DESCRIPTION	DEFINITION	REMEDY THRESHOLD
Link and Resale/Wholesale and requirements accurately forecast	Forecasts are accurate within 20% +/- in any calendar month of the forecast period	When product volumes exceeds or falls below the +/- 20% of the forecast amount

REMEDY: \$10.00 per line or trunk for the amount ordered between 20% and 30% under the forecast
 \$20.00 per line or trunk for the amount ordered between 31% and 40% under the forecast
 \$35.00 per line or trunk for the amount ordered between 41% or more under the forecast
 When volumes for any product exceed the forecast by 20%, all remedies will not apply

The first six months of this agreement, the forecast remedy thresholds will not apply.

APPENDIX JS-4

TO THE

TESTIMONY OF SINN

OPERATOR SERVICES STATUS REPORTS

OPERATOR ASSISTANCE:

1. **Pacific Bell Operator Assistance System unavailability - when a geographic system (DMS) is unavailable to end users for thirty continuous minutes. This could include natural disasters, switch failure, building evacuations, cable cuts, civic disturbances, etc. This includes live or automated call processing. This does not include short periods of high answer congestion. The Operator Services Force Management Center (FMC) will contact Industry Marketing to report the system unavailability. Industry Marketing will notify all the affected CLCs.**
2. **Operator Assistance System Estimated Restoral Status - Operator Services FMC will notify Industry Marketing, within one hour of the system failure, the estimated restoral time. If no information is available, this will be reported. Industry marketing will notify all affected CLCs.**
3. **Operator Assistance System Restoral Notification - Operator Service FMC will notify Industry Marketing, within twenty minutes that the unavailable system has been restored and all service is functioning properly. Industry marketing will notify all affected CLCs.**

DIRECTORY ASSISTANCE:

1. **Pacific Bell Directory Assistance System unavailability - when a geographic system (ACD/OSC) is unavailable to end users for thirty continuous minutes. This could include natural disasters, switch failure, building evacuations, cable cuts or equipment failures, etc. (This does not include short periods of high answer congestion). In analog DA systems the FMC will activate the 13 A emergency Announcement. The Operator Services FMC will contact Industry Marketing to report system unavailability. Industry marketing will notify all affected CLCs.**
2. **Directory Assistance System Estimated Restoral Status - Operator Services FMC will notify Industry Marketing, within one hour of the system failure, the estimated restoral time. If no information is available, this will be reported. Industry marketing will notify all affected CLCs.**
3. **Directory Assistance System Restoral Notification - Operator Service FMC will notify Industry Marketing, within twenty minutes that the unavailable system has been restored and all service is functioning properly. Industry marketing will notify all affected CLCs.**

4. **Directory Assistance ARU Failure - When the automated response unit (ARU/Audio is unavailable for thirty continuous minutes, the Operator Services FMC will notify Industry Marketing. Industry marketing will notify all affected CLCs.**
5. **Directory Assistance ARU Estimated Restoral - Operator Services FMC will provide Industry Marketing an estimated ARU restoral time within sixty minutes of the failure. Industry Marketing will notify the affect CLCs.**
Directory Assistance ARU Estimated Restoral - Operator Services FMC will notify Industry Marketing, within twenty minutes that the ARU has been restored and is functioning properly.

CPUC REPORTS TO BE SHARED WITH CLCS

1. **Directory Assistance reports prepared when a system falls below 85% of calls answered within 12 seconds for two consecutive months.**
2. **Operator Assistance reports prepared when a system falls below 85% of calls answered within 10 seconds for two consecutive months.**

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

**In the matter of the Application of
MCI Telecommunications Corporation for
Arbitration Pursuant to Section 252 of the
Federal Telecommunications Act of 1996 to
Establish an Interconnection Agreement
with Pacific Bell**

Application No. 96-08-068

**Testimony of Jerald R. Sinn
On Behalf Of
Pacific Bell (U 1001 C)**

Dated: September 24, 1996

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TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION AND ISSUE IDENTIFICATION	1
SECTION I. PERFORMANCE MEASURES AND DEFINITIONS	6
SECTION II. COMPARATIVE MEASURES AND PERFORMANCE STANDARDS	9
SECTION III REMEDY LIMITS & LIQUIDATED DAMAGES	13
SUMMARY	16